

ARTICLE 1

DEFINITIONS

Section 1.1 DEFINITIONS

For the purpose of this License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

Cable Communications Policy Act of 1984 (“CCPA”): Cable Act: Public Law No. 98-548, 98 Stat. 2779 (1984) (The cable Communications Policy Action of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992), as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).

Cable Television Service: Any basic service, pay cable service or any other tiers, whether or not originated by the Licensee, which is offered to any Subscriber in conjunction with or which is distributed over, the Cable System.

Cable Television System or Cable System: The Cable Television system as defined in the Cable Act, owned, constructed, installed, operated and maintained in the Town of Plympton for the provision of lawful Cable Television Service and other information and communication services in accordance with the terms and conditions in this License.

Division: The Massachusetts Department of Telecommunications and Energy, Cable Television Division.

Downstream Channel: A channel over which signals travel from the Cable System headend to an authorized recipient of programming.

FCC: The Federal Communications Commission, or any successor agency.

Gross Annual Revenues: Consideration of any form or kind derived and received by Licensee from the provision of Cable Television Services over the Cable Television System, including but not limited to, all subscriber service monthly fees, installation and reconnection fees, commercial leased access channel fees, monthly pay-per-view services, remote control and converter sales and rentals FM service fees, and advertising revenues less agency fees derived from the Cable system. Gross Annual Revenues shall not include deposits, refunds and credits made to subscribers, bad debt or taxes imposed on services provided by Licensee herein which are imposed directly on the subscriber by the local or any governmental unit and collected by licensee on behalf of the governmental unit.

Internal Transfer: A transfer of an entity under common control with Licensee.

Issuing Authority: The Board of Selectmen of the Town of Plympton.

Licensee: Adelphia Communications or any successor or transferee, in accordance with the terms and conditions in this License.

Municipal of Government Access: Any channel which has been allocated for use by the Town of Plympton, the Issuing Authority or their designee(s).

NTSC: The American broadcast standard: a 525-line screen running at 5 a rate of sixty fields/thirty frames per second, and a broadcast bandwidth of 6 MHZ.

Pay Cable or Premium Cable Service: Programming delivered for a fee or charge to subscribers on a per-channel basis, in addition to the charge or fee to subscribers for basic service.

PEG: The acronym for “public, educational and governmental,” used in conjunction with Access Channels, support and facilities.

Programming: Programming provided by or generally considered comparable to programming provided by a television broadcast station.

Public Access: The right or ability of any resident of Plympton or organization serving Plympton residents to use facilities, equipment and/or channels of the Cable Television System designated for public access for noncommercial, public purposes.

Public Buildings: Buildings owned by the Town and used for public purposes, such as the Town Hall, Fire Stations, Police Station, Community Center and the Public Schools.

Residential Dwelling Unit: A single or multifamily structure that meets the town's zoning and building requirements for an occupancy permit that contain a kitchen, bathroom and sleeping quarters.

Service Area: The area within the geographical boundaries of the Town where Cable Television Service is available to Subscribers at a standard installation rate. Subject to Section 3.4 of this License.

Subscriber: Any person, firm, company, municipality, corporation or association lawfully receiving Cable Television Service from the Licensee.

Town: The Town of Plympton, Massachusetts.

Upstream Channel: A channel over which signals travel over the cable system to the headend from remote points of origination.

ARTICLE 2

GRANT AND TERM OF LICENSE

Section 2.1 GRANT OF LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and subject to the terms and conditions set forth herein, the Board of Selectmen as the Issuing Authority of the Town, hereby grant a non-exclusive cable television license to Licensee, authorizing and permitting Licensee to construct, upgrade, install, operate and maintain a Cable Television System and to provide other communications and information services within the corporate limits of the Town of Plympton.

Section 2.2 RIGHTS AND PRIVILEGES OF LICENSEE

Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee the right to construct, upgrade, install, operate and maintain a Cable Television System, in order, over, along, across or upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places in the Town of Plympton within the municipal boundaries and subsequent additions thereto, including property over which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, or redistribution of the audio, video, text, data or other signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Plympton. In exercising rights pursuant to this License, Licensee shall not endanger or interfere with the lives of persons, interfere with any installations of the Town, any public utility serving the Town, or any other person permitted to use public ways and places, nor unnecessarily hinder or obstruct the free use of public ways and places.

Section 2.3 APPLICABLE LAW

This License is granted under, in compliance with, and subject to Chapter 166A of the General Laws and all other general laws and acts of the Legislature, as amended, and with all applicable Federal law, including, but not limited to, all rules of the Federal Communications Commission (FCC) and all other rules and regulations in force and effect during the period for which this

License is granted. This License is subject to all rules and regulations of the Commission existing at the time of execution of this License and as amended.

Section 2.4 TERMS OF RENEWAL LICENSE

This License shall become effective on December 1, 2003 and shall expire on December 1, 2013. Prior to expiration of this License, the Licensee may apply for renewal subject to 47 U.S.C. § 546 and other applicable law.

Section 2.5 TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

To the extent require by G.L.c. 166A, Sec. 7, this License or control thereof shall not be transferred, assigned or disposed of in any manner, voluntarily or involuntary, directly or indirectly, or by transfer of control of any person, company or other entity holding such License to any other person, company or any other entity, without the prior written consent of the Issuing authority, which consent shall not be unreasonable or arbitrarily withheld: provided, however, that nothing in this section would prohibit i) commercial transactions in the ordinary course or ii) the provision of security interests for the purpose of securing financing. Such consent shall be given only after a public hearing upon a written application therefore as provided by the Federal Communications Commission. The application for transfer consent shall be signed by Licensee and the proposed transferee or assignee. Prior consent of the Issuing Authority shall not be required for Internal Transfers.

Section 2.6 NON-EXCLUSIVITY OF GRANT

This License shall not affect the right of the Issuing Authority to grant to any other person, company or other entity a license or right to occupy or use the streets, or portions thereof, for the construction, installation, operation or maintenance of a cable television within the Town of Plympton; or the right of the Issuing Authority to permit the use of the public ways and places of the Town for any purpose whatever. Additional cable licenses issued by the Issuing Authority shall be on terms no more favorable or less burdensome than this License. In any renewal of this License, the Issuing Authority, should it seek to impose increased obligations upon the Licensee must take into account any additional license(s) or authorizations previously granted and find that

the proposed increased obligations in the renewal are not more burdensome and/or less favorable than those contained in the additional license or authorization.

Section 2.7 POLICE AND REGULATORY POWERS

By executing this License, Licensee acknowledges that its rights are subject to the power of the Town to adopt and enforce generally applicable ordinances and by-laws necessary to the safety and welfare of the public. Licensee shall comply with any such laws and ordinances enacted by the Town pursuant to any such powers. The Town acknowledges that this License is a contract and neither party may take unilateral action which materially changes the explicit promises constrained herein except insofar as a change is necessary in the event of any emergency requiring the exercise of the Town's police power.

Section 2.8 REMOVAL OR ABANDONMENT

Upon termination of this License, by passage of time or otherwise, and unless Licensee renews its License for another term or Licensee transfers the Cable System to a transferee approved by the Issuing Authority, Licensee shall remove its supporting structures, poles, transmission and distribution systems and all other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways and other public places in, over, under or along which they are installed and shall restore all areas to their original condition.

If such removal is not completed within six (6) months after such termination, the Issuing Authority may deem that any property not removed as having been abandoned, and the Issuing Authority may dispose of the same in any way or manner it deems appropriate without liability of any type or nature to the Licensee.

ARTICLE 3

SYSTEM DESIGN, CONSTRUCTION AND OPERATION

Section 3.1 RESIDENTIAL CABLE SYSTEM

Licensee shall maintain a residential cable communication system capable of two-way interaction available to all Subscribers that will provide at least 860 MHz of bandwidth. The Licensee shall also maintain a plant with a technical capacity for four reverse transmission channels with digital, audio, and video return capability.

Section 3.2 SERVICE AREA

The Service Area, which shall not be reduced by the Licensee, is identified in the map attached hereto as Schedule 3.2 and consists of the geographical boundaries of the Town of Plympton.

Section 3.3 CONSTRUCTION MAPS

The Licensee shall file with the Town accurate maps of all existing and proposed trunk and feeder installations no later than sixty (60) days after any such request.

Section 3.4 SERVICE TO RESIDENTIAL DWELLINGS: STANDARD DROP

The Licensee shall make its service available to every Residential Dwelling Unit in the Service Area provided as long as there is a minimum of twenty (20) homes per mile and that the area to be served is contiguous to the existing plant. Installation costs shall be nondiscriminatory, except that an additional charge for time and materials may be made for customized installation within a subscriber's residence or except when Licensee is engaged in marketing promotions. Any Residential Dwelling Unit within 150 feet of the cable plant for an aerial or underground drop shall be entitled to the standard rate. However, Licensee may reasonably charge subscribers for nonstandard and customized installation.

Section 3.5**SERVICE TO PUBLIC BUILDINGS AND SCHOOLS**

Licensee upon written request of the Town will provide and maintain one connection for Basic Cable Service to each public elementary, middle and high school and Public Buildings within the limits of the Town and within 150 feet of the Cable System's distribution plant. Licensee will bring its connection to a specified exterior demarcation point mutually agreed upon by Licensee and such institution but will not be responsible for providing the internal distribution system within any of such buildings. Licensee shall not be required to bear any expense in excess of the cost of standard installation of a 150 foot service drop. Any additional costs shall be borne by the requesting institution on a time-and-materials basis. Pursuant to the same conditions above, Licensee shall also provide cable modem service at no charge to each public and private primary and/or secondary school and public libraries located in Plympton. The Licensee shall provide one outlet and one cable modem to each location.

Section 3.6**EMERGENCY AUDIO ALERT**

The Licensee shall participate in the Emergency Alert System in accordance with requirements of the FCC at 47 C.F.R., Part 11. The Licensee shall cooperate with the Town of Plympton, to ensure the distribution of all emergency communications to Subscribers in accordance with such FCC rules.

Section 3.7**TREE TRIMMING**

In the installation, maintenance, operation and repair of the poles, cables, wires and all appliances or equipment of the Cable System, the Licensee shall avoid unnecessary damage of trees, structures and improvements whether on public or private property in the Town and shall cut or otherwise prune such trees only to the least extent necessary. No cutting of trees on Town property shall be done except upon a permit in writing from the Town Tree Warden or other responsible person designated by the Town's Highway Department. Licensee shall make its best effort to secure the permission of the property owner prior to reasonable tree trimming.

Section 3.8**UNDERGROUND WIRING OF UTILITIES**

In the areas of Town having both telephone and electric utility lines underground, if required by law, all of Licensee's cable and wires shall be underground. When possible, Licensee shall be able to use the underground conduit maintained by the Town based on mutually agreeable arrangement. Licensee shall maintain membership and participate in the Massachusetts "DIG-SAFE" program or reasonable facsimile.

Section 3.9 PRIVATE PROPERTY

Licensee shall be subject to all laws, by-laws or regulations regarding private property in the course of constructing, upgrading, operating and maintaining the Cable Television System in the Town. Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade installation, operation or maintenance of the Cable Television System at its sole cost and expense.

Section 3.10 RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public way or public place, it shall be replaced and the surface restored to as good condition as before entry as soon as possible, subject to the approval of the Town's Highway Department or its designee. If the Licensee fails to make such restoration and repairs within a reasonable time, the Town may fix a reasonable time and notify the Licensee in writing of the restoration and repairs required and the time fixed for performance. Upon failure to comply within the specified time, the Town may cause proper restoration and repairs to be made and the reasonable expense of such work as itemized shall be paid by the Licensee upon demand by the Town.

Section 3.11 COOPERATION WITH BUILDING MOVERS

The Licensee shall, upon thirty (30) days request by any person holding an appropriate permit issued by the Town, temporarily raise or lower its lines to permit the moving of any building or other structure. The expense of such raising or lowering shall be borne by the party causing such lines to be raised or lowered, if permitted by applicable law.

Section 3.12 RELOCATION OF FACILITIES

The Licensee shall, at its expense, temporarily or permanently relocate any part of the Cable System when required by the Town for good reason such as traffic, public safety, street construction, installation of sewers, drains, water pipes, power or signal lines or setting of new or replacement utility poles. In this respect, the Licensee shall be treated on par with any other affected utilities.

Section 3.13 SERVICE INTERRUPTION REBATES

License may interrupt service for the purpose of repairing, upgrading or testing the Cable System and, if practical, Licensee shall do so only during periods of minimum use and only after a minimum of twenty-four (24) hours notice to affected Subscribers. Rebates for service interruption will be administered according to Massachusetts law.

Section 3.14 CONSTRUCTION AND MAINTENANCE STANDARDS

- a. The Licensee shall construct and operate a cable television system and render efficient service to Subscribers consistent with all applicable regulations during the term of this License. The construction, maintenance and operation of the cable television system for which this license is granted shall be in conformance with the applicable provision of the Massachusetts Electrical Code, the National Electrical Code (Article 820), the National Electrical Safety Code and the rules and regulation of the Occupational Safety and Health Administration (OSHA), the Division and the FCC. Copies of any technical performance tests that may be required under FCC rules and regulations shall be provided to the Town on request.
- b. The Licensee is required, by the Issuing Authority, to maintain its signal quality in accordance with Sub-part K of the FCC technical regulations set forth in 4 C.F.R., Part 76.

- c. All structures, lines, equipment and connections in, over, under and upon streets, sidewalks, alleys, and public ways and places of the Town, wherever situated or located, shall at all times be kept maintained in a safe condition and in good order and repair.

Section 3.15 RIGHT OF INSPECTION

With adequate notice, the Town, or its designee, shall have the right to inspect all construction, installation and technical facilities of the Licensee and to make such tests as it shall deem necessary to ensure compliance with the terms of this License and all other applicable laws.

Section 3.16 EMERGENCY REMOVAL OF PLANT

If, at any time, in the case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or its designee, to cut or remove any of the wires, cables, amplifiers or other appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee. The Licensee shall be eligible, which applicable, for reimbursement under any government program providing for reimbursement.

ARTICLE 4

RATES AND PROGRAMMING

Section 4.1 RATES

The rates for all programming, installation and equipment which are in effect on the effective date of this License are listed in Schedule 4.1 of this License. Such rates may be revised at any time, subject to applicable law and regulation.

Section 4.2 RATE REGULATION

The Issuing Authority or its designee(s) reserves the right to regulate rates for cable television service to the extent such regulation is allowed at this time, or hereafter, under the applicable federal and state laws.

Section 4.3 PROGRAMMING CATEGORIES

Pursuant to Section 624 of the Cable Act, the Licensee shall continue to maintain the mix, quality and broad categories of programming set forth in Schedule 4.1 of this License.

Section 4.4 LEASED ACCESS

Pursuant to the Cable Act, 47 U.S.C. § 532, Licensee will make available channel capacity for commercial use upon request by persons unaffiliated with Licensee.

Section 4.5 STEREO TV TRANSMISSIONS

All television signals that are received at Licensee's headend in stereo shall be transmitted to the Subscribers in stereo.

Section 4.6 CHANNEL LINEUP

Licensee shall notify the Issuing Authority and/or its designee(s) thirty (30) days in advance of subscriber notification, each time channel line-ups change, including all channel reassignments, additions or deletions, insofar as it is within the Licensee's reasonable ability to provide such notice.

Section 4.7 P. E. G. ACCESS

The Licensee shall comply with all applicable statutes, regulations and rulings regarding its right to pass through to its' Subscribers certain costs, fees, or expenses, relating to P.E.G. Access. In no event shall P.E.G. Access costs and/or any other license fees exceed 5% of annual gross revenues.

ARTICLE 5

ACCESS COMMITMENTS AND POLICIES

Section 5.1 ACCESS FACILITIES AND PROGRAMMING

Subject to Section 4.7, Licensee shall fund, equip and maintain a complete NTSC color television studio located in and shared with the Town of Halifax, for the purposes of local access programming.

- a. Over the term of this License, the Licensee shall continue to operate and maintain the Adelphia community studio in Halifax at the same level it is currently maintained at.. It is expressly understood and agreed upon by both the Town and the Licensee that the cost of the studio can be passed through to the Licensee's present and future Subscribers in a manner allowed by FCC regulations.
- b. All studio and portable equipment in place at the time of execution of this License, including access to fully equipped studio van, shall continue to be deployed throughout the term of this License unless replaced by equipment of similar capability or deemed unsuitable for continued use by the Licensee. The Licensee shall maintain such equipment in good repair and make replacements and upgrades as necessary.

Section 5.2 P.E.G. ACCESS CHANNELS

The Licensee shall maintain available channel capacity for three (3) P.E.G. access channels to be shared with the Town of Halifax. Rules governing the use of the access channels shall be established by the Licensee. Copies of such rules shall be available for public inspection upon request.

Section 5.3 P.E.G. ACCESS CHANNEL(S) MAINTENANCE

The Licensee shall monitor the P.E.G. access channels for technical quality and shall insure that they are maintained at standards commensurate to those that apply to the Cable System's commercial channels.

Section 5.4 PERSONNEL FOR PUBLIC ACCESS

Subject to Section 4.7, Licensee shall provide access to a staff person, who will assist in the operation of the public access channels including the functions of outreach, training, equipment management, channel operations, production assistance and programming. Licensee shall be responsible for implementation of outreach and regular training sessions. Licensee shall develop a set of operating policies and procedures for public access use which will insure first-come, first-served, non-discriminatory access.

Section 5.5 PUBLIC ACCESS TO THE CABLE SYSTEM

Any resident of the Towns of Halifax and Plympton, or any organization based in Halifax or Plympton, shall have the right to place programming on the Halifax and Plympton Cable System, receive training and have access to facilities and equipment available and subject to the access rules established pursuant to this License.

Section 5.6 MUNICIPAL ACCESS TO THE CABLE SYSTEM

Access channels may be used by municipal departments and agencies to inform Subscribers about Town government and services. Municipal Access programming shall be coordinated and managed by Licensee.

ARTICLE 6

SUBSCRIBERS RIGHTS AND CONSUMER PROTECTION

Section 6.1 BUSINESS OFFICE

Licensee shall maintain and operate a full service business office in proximity to the Town of Plympton for general purposes including receiving and resolving complaints concerning without limitation, service, equipment malfunctions or billing and collection disputes. The business office shall have a publicly listed local telephone number and shall be open for both telephone and walk-in business from 9:00 a.m. to 5:00 p.m. Monday through Friday and for telephone access only; 7 days per week, 24 hours per day. Licensee shall establish at least one weekday, evening and Saturday hours to respond to public demand, as determined by the Issuing Authority consistent with F.C.C. standards.

Section 6.2 TELEPHONE ACCESS

- a. Licensee shall have available trained customer service personnel to receive and log telephone service request calls and complaints from 9:00 a.m. to 5:00 p.m. Monday through Friday. Licensee shall answer with a customer service representative or capable automated system within the guidelines set by the FCC rules and regulations in effect throughout the life of this License.
- b. Licensee shall provide a telephone answering service during other time, which shall be informed as to how to respond in case of emergencies requiring standby technicians. Such answering service shall also be instructed to call upon Licensee's standby personnel when it is evident that the complaints are indicative of a problem affecting a large number of subscribers.

Section 6.3 RESPONSE TO SERVICE CALLS AND SERVICE COMPLAINTS

- a. Licensee shall respond to all service calls regarding service interruptions that are received during regular business hours on a first-come, first-served basis Monday through Saturday, under normal operating conditions. Such service calls shall be handled within a twenty-four (24) hour period if possible. All other service calls shall be responded to by the next business day after the original call in accordance with FCC Customer Service Standards.

With respect to the obligations of Licensee under the provisions of Section 6.3(a) above, the following terms and conditions shall apply:

- b. A service call shall be one made in person, in writing or by telephone at or to Licensee's local or regional business office during the business hours specified in Section 6.1 and shall include a call made to Licensee's answering service, which shall be treated as if received on the next business day.
- c. Licensee shall be deemed to have responded to a service call within the time period specified in paragraph (a) above if: A qualified service representative visits the Subscriber's residence at any time between 8:00 a.m. and 8:00 p.m. on the next business day and:
 - (1) if able to obtain access, commence the work and thereafter completes it within a reasonable time; or
 - (2) if unable to obtain access, leaves written notice of the service call at a conspicuous point, and a request that the Subscriber call a specified telephone number for an appointment, and thereafter responds to said Subscriber's call.
 - (3) Licensee calls the Subscriber in time to permit a service call within the specified period but arranges and keeps a later appointment at the request of the Subscriber, or, if unable to reach such Subscriber, makes a daily telephone call for up to two (2) days until such Subscriber is reached and thereafter makes and keeps an appointment within the specified period measured from the successful call, or later if agreed to by the Subscriber.
- d. Licensee shall provide an answering service for service calls taken after normal business hours, Saturday, Sundays and holidays. Said answering service shall keep an accurate

- record of all calls received from subscribers and shall forward said record to Licensee at the beginning of the next business day.
- e. Calls for repair service on Saturdays, Sundays and holidays shall be scheduled by service technicians according to normal repair service policies.
 - f. Licensee shall ensure that there are stand-by technician's on-call at all times after normal business hours. The answering service shall be required to notify the stand-by technician(s) of an unusual number of calls or a number of calls coming from the same area.
 - g. System outages shall be responded to immediately, twenty-four (24) hours a day, by technical personnel under the supervision of the Cable System Technical Manager. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood.
 - h. The provisions of this Section 6.3 shall be implemented in accordance with FCC Customer Service Standards. In the event of any conflict between such FCC Standards and those contained herein FCC Standards shall prevail.

Section 6.4 INSTALLATION

Licensee shall make a good faith effort to respond to all requests for aerial installations within seven (7) days of such request, or at such other time as is mutually agreed upon by Licensee and Subscriber. Underground installation shall be completed as expeditiously as is practicable. If arranging appointments for installation, Licensee shall make its best efforts to specify in advance whether such will occur in the morning or the afternoon, and will make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00 a.m. to 5:00 p.m. weekdays). In the event of failure to install cable or make a service call as scheduled, Licensee shall offer a priority installation or service visit at a mutually agreeable time.

Section 6.5 MINIMUM SUBSCRIBER INFORMATION

Licensee will provide all prospective subscribers with complete, clear and concise written information before consummation of any agreement for initial installation of cable service. Such sales material shall clearly disclose the following:

- a. The price and other information concerning Licensee's lowest cost basic service.
- b. All services and rates, deposits if applicable, installation costs, any additional televisions set charges, service upgrade or downgrade charges, relocation of cable outlet charges, and any termination and reconnection charges.
- c. Billing, termination and collecting procedures, procedures for ordering changes in or termination of services, and all refund policies, including the availability of rebates, discounts or credits for loss of service.
- d. Information concerning the utilization of video cassette records (VCR) with cable service(s), including the cost of connecting VCR so that they function as manufactured, and any other associated VCR costs or charges.
- e. Information concerning the availability of special equipment such as VCR kits, A/B switches, and Parental control devices and all other equipment notifications contained in 207 CMR 10.00 et seq.
- f. Information concerning privacy policies, pursuant to state and federal law.
- g. Information concerning steps to take in the event of loss of service.

Section 6.6 CONSUMER EQUIPMENT COMPATIBILITY

To ensure the maximum functioning of VCR's and cable-ready television sets the Licensee shall fully comply with all of the FCC's equipment compatibility regulations promulgated pursuant to Section 17 of the 1992 Cable Act.

Section 6.7 BILLING AND TERMINATION PROCEDURES

Licensee will comply with all FCC regulations and the regulations of the Commonwealth of Massachusetts, 207 CMR 10.00 et seq., as those regulations may be amended from time to time. If at any time 207 CMR 10.00 et seq., is amended to allow the Issuing Authority to establish billing and termination standards, Licensee shall continue to abide by the provisions of 207 CMR 10.00 et seq., as they exist upon the effective date of this License.

Section 6.8 BILLING DISPUTES

In the event of a bona fide billing dispute, Licensee will resolve each dispute within fourteen (14) days of receiving notification from the Subscriber. The Subscriber shall be responsible for

paying that portion of the bill that is not in dispute. In no event shall License disconnect or assess a late payment charge from the Subscriber for failure to pay bona fide disputed bills, or portions thereof, upon notice of said dispute.

Section 6.9 PROTECTION OF SUBSCRIBER PRIVACY

- a. Licensee shall respect the rights of privacy of every Subscriber and/or use of the Cable Television System and shall not violate such right through the use of any device or signal associated with the Cable Television System, and as hereafter provided.
- b. Licensee shall comply with all privacy provisions contained in this Section 6.9 and all other applicable Federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Communications Policy Act of 1984, 47 U.S.C. § 551, and Title 18 United States Code Section 2520.
- c. Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

Section 6.10 PRIVACY WRITTEN NOTICE

Prior to the commencement of cable service to a new subscriber, and annually thereafter to all Subscribers, Licensee shall provide a comprehensive and easily understandable written document explaining Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing Licensee's policy for the protection of subscriber privacy.

Section 6.11 DISTRIBUTION OF SUBSCRIBER INFORMATION

Except as allowed by federal law, Licensee and its agents or employees shall not, without giving Subscribers an opportunity to prevent disclosure, disclose to any third party date identifying or designating any Subscriber either by name or address, except as necessary to prevent signal theft. Said opportunity to prevent disclosure shall be provided to each Subscriber annually through a written notice. A Subscriber shall have the right, at any time, to request Licensee not to disclose

to any third party identifying the Subscriber either by name or address and Licensee shall abide by this request.

Section 6.12 POLLING BY CABLE

Except as allowed by federal law, no poll or other upstream response to a subscriber or user shall be conducted or obtained unless the program of which the upstream response is a part shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream, unless the program has an informational, educational function which is self-evident. Licensee or its agents shall release the results of upstream responses only in the aggregate and without identifying individuals.

Section 6.13 INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as allowed by federal law, Licensee or its agents or its employees shall not make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber except as necessary to conduct a legitimate business activity related to cable service or required by law.

Section 6.14 SUBSCRIBERS RIGHT TO INSPECT AND VERIFY INFORMATION

- a. Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that Licensee maintains regarding said Subscriber.
- b. A Subscriber may obtain from Licensee a copy of any or all of the personal information regarding him or her maintained by Licensee. Licensee may require a reasonable fee for making said copy.
- c. A Subscriber or user may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to Licensee's General Manager.

Section 6.15 MONITORING

Except as allowed by federal law, neither Licensee or its agents not the Town or its agents shall tap or monitor, arrange for the tapping or monitoring, or permit any other persons to tap or monitor, any cable, line, signal, input device, or Subscriber outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or commercial use; provided, however, that Licensee may be system wide or individually addressed “sweeps” solely for the purpose of verifying system integrity, checking for illegal taps or signal theft, controlling return path transmission, or billing for pay cable services or pay-per-view. Licensee shall not record or retain any information transmitted between a Subscriber or commercial use and any third party, except as required for lawful business purposes. Licensee shall destroy all subscriber information of a personal nature after a responsible period of time except as authorized not to do so by the affected Subscriber.

Section 6.16 EMPLOYEE IDENTIFICATION CARDS

All of Licensee’s employees, including repair and sales personnel, entering private property will be required to show an employee photo identification card.

Section 6.17 TECHNICAL AND CUSTOMER SERVICE STAFF LEVELS

Licensee will employ enough service technicians and customer service representatives to meet obligations under this License.

Section 6.18 NON-DISCRIMINATION

Licensee shall not discriminate against any person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, sex, affectional preference, disability, age, martial status, or status with regard to public assistance. Licensee shall be subject to all other requirements of federal and state regulations concerning non-discrimination.

ARTICLE 7

LICENSE ADMINISTRATION

Section 7.1 REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority shall monitor and enforce Licensee's compliance with the terms and conditions of this License. The Issuing Authority shall notify Licensee in writing of any instance of non-compliance and may direct that such non-compliance be corrected within thirty (30) days to the reasonable satisfaction of the Issuing Authority, unless a longer period is specified herein, or is mutually agreed upon by the Issuing Authority.

Section 7.2 INDEMNIFICATION

The Licensee shall indemnify and hold the Town and its agents successors and assigns, harmless at all times during the term of this License from any and all claims alleged to be caused by Licensee's construction, installation, operation, or maintenance of any structure, equipment, wire or cable authorized to be installed pursuant to the License. Upon receipt of notice in writing from the Issuing Authority, the Licensee shall at its own expense defend any such actions or proceedings. The Licensee shall carry appropriate insurance with a company satisfactory to the Town for this indemnification in the amount of not less than two (2) million dollars. Indemnification expenses shall include without limitation, all out-of-pocket expenses, such as attorney's fees.

Section 7.3 INSURANCE

At all times during the term of this License, including the time for removal of facilities provided for herein, Licensee shall obtain, pay all premiums, for, and file with the Issuing Authority, written evidence of the following insurance policies:

- a. A general comprehensive liability policy naming the Town, its officers, boards, commissions, agents and employees as additional insureds on all claims on account of injury to or death of a person or person occasioned by the construction, installation, upgrade, maintenance or operation of the Licensee's Cable Television System or alleged to have been occasioned, with a minimum liability of one million dollars (\$1,000,000.00) for injury or death to any person in any one occurrence.
- b. A property damage insurance policy naming the Town, its officers, boards, commissions, agent and employees as additional insuredson all claims for property damage, real or personal, occasioned by the construction, installation, upgrade, operation, or maintenance of the Cable Television System or alleged to have been so occasioned with the minimum liability of one million dollars (\$1,000,000.00) for damage to the property of any one person in any one occurrence.

Section 7.4 PERFORMANCE BOND

- a. The Licensee shall maintain at its own expense throughout the term of this License a faithful performance bond running to the Town, with at least one good and sufficient surety licensed to do business in the Commonwealth of Massachusetts and reasonable approval by the Town in the sum of twenty-five thousand dollars (\$25,000.00). Said bond shall be conditioned that the Licensee shall well and truly observe, fulfill and perform each material term and/or condition contained herein, including the satisfactory completion of installation and operation of the system, the satisfactory removal of the system, the satisfactory restoration of pavements, sidewalks and other improvements, and the indemnification of the Town as required pursuant to G.L.c. 166A, § 5. All amounts resulting from the failure of the Licensee to comply with any material provision in this License shall be recoverable from said performance bond by the Town.
- b. The performance bond shall be effective throughout the term of this License including the time for removal of facilities provided for herein, and shall be conditioned that in the event that Licensee shall fail to comply with any one or more material provisions of this

License, or to comply with any material order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over Licensee's compliance with this License including its acts, or payment of any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance, operation or removal of the Cable Television System in accordance with this License, the Town shall recover from the surety of such bond all damages up to the limits insured by such bond, suffered by the Town as a result thereof within thirty (30) days after a written request for same. Said condition shall be a continuing obligation of this License, and thereafter until Licensee has liquidated all of its obligations to the Town that may have arisen from the grant of this License or from the exercise to any privilege therein granted. Neither this section, any bond accepted pursuant thereto, or any damages recovered there under shall limit the liability of Licensee under this License.

Section 7.5 SERVICE INTERRUPTIONS [SEE G.L.c. 166A s.5 (1)]

In the event that the Licensee's service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, it will grant such Subscriber a prorated credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or apply such credit to any outstanding balance then currently due. In the instance of individual Subscriber service interruptions, credits shall be applied as described above.

Section 7.6 ADMINISTRATION OF THE CABLE SYSTEM

At the discretion of the Issuing Authority, the Plympton Cable advisory Committee may be vested by the Town with the Authority to regulate ongoing matters concerning administration of the Cable Television System within the terms of this License and in accordance with all applicable state and federal law, and hold hearings subject to the Issuing Authority's ultimate authority and approval as set forth in G.L. Chapter 166A and other applicable regulations including this License.

Section 7.7 NON-PERFORMANCE BY THE LICENSEE

Failure of the Town to enforce the performance of any term of this License shall not be deemed a waiver of its right to insist upon the subsequent performance of that term.

Section 7.8**LICENSE FEE ENTITLEMENT**

Subject to applicable law, Licensee shall, on or before March 15th of each year, submit a license fee to the Issuing Authority equal to an amount per subscriber per year as provided in Section 9 of Chapter 166A of the Massachusetts General Laws. The number of Subscribers, for purposes of this section, shall be calculated as of the last day of the preceding calendar year. In no event shall said license fees and P.E.G. Access fees and/or costs exceed 5% of gross annual revenues.

Section 7.9**NOTICE OF COMPLAINT PROCEDURE**

Licensee shall periodically, and at various times of the day, present its business office and address, and publicly listed telephone number by means of alpha-numeric display on its P.E.G. channel(s). Said notice shall inform Subscribers of the procedures required to request service or register a complaint.

Section 7.10**SUBSCRIBER AND USER COMPLAINTS**

Licensee shall keep a record of all written and oral complaints, whether submitted in person or by telephone, on file in its business office servicing the Cable System in accordance with applicable state regulations. Should state regulatory requirements for maintenance of complaint records be eliminated, the Issuing Authority shall have the right to request Licensee to reasonably maintain records of written and verbal complaints which it receives. The Issuing Authority or its designee shall have the right to examine, review and copy said, a summary of such complaint records at its own expense during Licensee's business hours upon reasonable notice.

Section 7.11**SUBSCRIBER COMPLAINT REPORT**

To the extent required by G.L.c. 166A, Section 10, and 207 CMR 7.03, the Licensee shall notify the Issuing Authority, on forms prescribed by the Division, of complaints of Subscribers received during the reporting period and the manner in which the complaints have been met, including the time required to make necessary repairs or adjustments.

Licensee shall provide reports of the same information upon the request of the Issuing Authority. Should the Division eliminate complaint reporting procedures, Licensee shall, in conjunction with the Issuing Authority, develop an acceptable form of complaint reporting.

Section 7.12 ANNUAL PERFORMANCE TEST

In accordance with FCC regulations, 47 C.F.R. 76.601, Licensee shall conduct Cable System performance tests. The costs of such tests shall be borne exclusively by Licensee.

Section 7.13 SERVICE INTERRUPTION REPORT

Licensee shall submit, on a form prescribed by the Division, a list of all significant service interruptions.

Section 7.14 FINANCIAL REPORTS

Licensee shall annually furnish the Issuing Authority, on a confidential basis and for official use only, on or before May 30th, on forms prescribed by the Division, a sworn statement of its revenues and expenses pertaining to the Plympton Cable Television System, a statement of funds flow, and a statement disclosing ownership. Such statements shall be prepared using generally accepted accounting principles established by the Accounting Principles Board and the Financial Accounting Standards Board and shall include explanations and assumptions used in preparing such statements.

Section 7.15 NUMBER OF SUBSCRIBERS

Licensee shall file with the Issuing Authority a report containing the number of Subscribers. Said report shall be filed annually with the Financial Reports required.

Section 7.16 NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the Town to invoke any remedy under this License or under any statute, law or ordinance shall preclude the availability of any other such remedy.

Section 7.17 REVOCATION OF RENEWAL LICENSE

This License may be revoked by the Issuing Authority to the extent permitted by law. Any such revocation of this License shall be ordered after a public hearing by the Issuing Authority subject to the appeals provision of G.L.c. 166A, Section 4 or any other rights available to Licensee.

ARTICLE 8

GENERAL PROVISIONS

Section 8.1 LICENSE AS CONTRACT UNDER SEAL

Upon its execution by the Issuing Authority and Licensee, this License shall be deemed to constitute a contract under seal by and between Licensee, on the one hand, and the Town of Plympton, on the other hand.

Section 8.2 ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally, by only by instrument in writing executed by the parties.

Section 8.3 CAPTIONS

The captions to sections throughout this License are intended solely to facilitate reading and reference to the sections and provisions of this License. Such captions shall not affect the meaning or interpretation of this License.

Section 8.4 SEVERABILITY

In any section, sentence, paragraph, term or provision of this License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision thereof, all of which shall remain in full force and effect for the term of this License.

Section 8.5 FORCE MAJEURE

If for any reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this License, the term “force majeure” as used herein shall have the following meaning: strikes, acts of God; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, volcanic activity, storms, floods, washouts, droughts, arrests, civil disturbances, explosions, partial or entire failure of utilities, or any other cause or event not reasonably within the control of the disabled party.

Section 8.6 REMOVAL OF ANTENNAS

Licensee shall not remove any television antenna of any Subscriber but shall, at cost, offer to said Subscriber to provide and maintain an adequate switching device to allow said Subscriber to choose between cable and non-cable television reception as provided for by state statute.

Section 8.7 SUBSCRIBER TELEVISION SETS

To the extent prohibited by Law, Licensee shall not engage directly or indirectly in the business of selling or repairing television sets; provided, however, that Licensee may make adjustments to television sets in the course of normal maintenance.

Section 8.8 **COST OF PUBLICATION**

Licensee shall, upon request, print and distribute a maximum of ten (10) copies of this License.

Section 8.9 **JURISDICTION**

Exclusive jurisdiction and venue over any dispute or judgment rendered pursuant to any article herein shall be in a court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts, or other competent court or agency, and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit arising in connection with the entry of such judgment.

Section 8.10 **NOTICE**

Whenever any provision of this License requires Licensee to notify or report information to the Issuing Authority, Licensee shall also simultaneously notify or report such information to the Plympton Cable Advisory Committee. All notices to the Town should be sent to Plympton Town House, Palmer Rd., Plympton, MA 02367 Attn: Board of Selectmen

All notices to the Licensee should be sent to Adelphia Communications, 200 Minuteman Drive, Suite 102, Andover, MA 01810 Attn: Legal Dept. with a copy to Adelphia Communications, 35 Resnik Rd., Plymouth, MA 02360 Attn: Regional V.P.

WITNESS OUR HANDS AND OFFICIAL SEALS THIS _____ DAY OF

_____, 2003.

TOWN OF PLYMPTON

By it's Board of Selectmen

By: _____

By: _____

By: _____

The within Final License
is hereby accepted:

**ADELPHIA CABLEVISION CORP dba
ADELPHIA CABLE COMMUNICATIONS**

ATTEST:

By: _____

Robert Wahl

By: _____

Title: Senior Vice President

Title: _____

(SEAL)

122276.1

